Last Modified: November 24, 2025

Service Level Agreement

1. Definitions. Capitalized terms used in this Service Level Agreement but not defined have the meanings given to them in the Master Services Agreement between Dizzion and Customer.

2. Service Availability. The Platform will be available 99.9% of the time. Platform unavailability is measured over a calendar month and is based on total outage time incurred by Customer. Platform unavailability exists when: (a) All of Customer's end users are unable to open a user session or manage the applicable desktop due to a problem with the Dizzion Infrastructure (as defined below); and (b) such failure is recorded in Dizzion's trouble ticketing system. Customer may initiate the issuance of a trouble ticket by talking to a Dizzion representative via the technical support line or by submitting an online trouble ticket with a detailed description of the issue to Dizzion via the Customer support portal. Dizzion may update the foregoing contact information from time to time upon notice to Customer. For purposes of this Service Level Agreement, "**Dizzion Infrastructure**" means the Dizzion Platform, storage equipment, networking equipment, and other service components outside the Platform itself. Platform unavailability is measured from the time a trouble ticket is issued to the time Dizzion confirms that the affected Service is again available; provided, however, Downtime Credits are subject to Dizzion's confirmation of the downtime and underlying cause.

3. Downtime Credit Requests. If Dizzion fails to meet the uptime commitment set forth above, and Customer provides Dizzion with a written request within 10 days following resolution of such failure, Dizzion shall provide a downtime credit (each, a "**Downtime Credit**") to Customer's account as follows:

Monthly Uptime Percentage	Downtime Credit Percentage
Less than 99.9% but greater than or equal to 99.0%	10%
Less than 99.0% but greater than or equal to 95.0%	25%
Less than 95.0%	100%

Downtime Credits are calculated as a percentage of the monthly Fees paid by Customer for access to the affected Platform (excluding any pass through and non-reoccurring fees). Downtime Credits are applied for each cumulative hour of unavailability during the applicable month, up to a maximum of the total monthly Fees charged by Dizzion for access to the affected Platform for that month. Downtime Credits will apply only against future Platform payments due from Customer. Customer is not entitled to a refund for any Downtime Credits. Downtime Credits will be applicable and issued only if the Downtime Credit amount for the applicable calendar month is greater than $1 USD. Downtime Credits cannot be transferred or applied to any other account.

4. SLA Exclusions. Downtime Credits will not be available to Customer, and uptime excludes, when Platform unavailability results from one or more of the following: (a) the acts or omissions of any third-party or of Customer or its employees, contractors, agents or end-users, including, without limitation, any suspension or discontinuation of the Platform pursuant to this Agreement; (b) circumstances or causes beyond the control of Dizzion, including, without limitation, any force majeure events or Internet access of related problems beyond the control of Dizzion; (c) scheduled maintenance with prior notice provided in advance; (d) urgent maintenance with notice provided as soon as is commercially practicable under the circumstances; (e) Customer Infrastructure, Customer Applications, or Customer's or any third-party's other infrastructure, equipment, software, or other technology (except for third-party equipment within Dizzion's direct control); or (f) User error. Downtime Credits will be granted only if Customer provides Dizzion with all requested information and access in an expeditious manner.

5. Sole and Exclusive Remedy. THE DOWNTIME CREDITS PROVIDED IN THIS SERVICE LEVEL AGREEMENT ARE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR PLATFORM UNAVAILABILITY.